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11  
12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 WESTERN DIVISION

15  
16 RODSONGS and W CHAPPELL  
17 MUSIC CORP. d/b/a WC MUSIC  
CORP.,

18 Plaintiffs,

19 vs.  
20 THE THREE CLUBS, INC., MARC  
SMITH, and MATTHEW WEBB,

21 Defendants.

22 Case No.: 2:25-cv-05675

23 **COMPLAINT FOR VIOLATIONS  
24 OF THE COPYRIGHT ACT**

25 (17 U.S.C. §§ 101, *et seq.*)

1 Plaintiffs, by their undersigned attorneys, allege:

2 **JURISDICTION**

3 1. This is a suit for copyright infringement under Title 17 of the United States  
4 Code.

5 2. This Court has jurisdiction pursuant to 28 U.S.C. § 1338(a), and venue in  
6 this District is proper pursuant to 28 U.S.C. § 1400(a).

7 3. Plaintiffs allege three (3) causes of action for copyright infringement  
8 based on the Defendants' public performances of Plaintiffs' copyrighted musical  
9 compositions. SCHEDULE A, annexed to the Complaint, sets forth in summary form  
10 the allegations hereinafter made with respect to the Plaintiffs, their copyrighted musical  
11 compositions, and Defendants' acts of infringement.

12 **THE PARTIES**

13 4. The Plaintiffs named in Column 2\* are the owners of the copyrights in the  
14 original musical compositions listed in Column 3 and are properly joined in this  
15 complaint under Rule 20 of the Federal Rules of Civil Procedure.

16 5. On information and belief, Defendant The Three Clubs, Inc. ("TCI") is a  
17 corporation organized under the laws of the State of California with offices located at  
18 1123 Vine Street, Los Angeles, California 90038.

19 6. At all times hereinafter mentioned, TCI did, and still does, own, control,  
20 manage, operate, and maintain a place of business for public entertainment,  
21 accommodation, amusement, and refreshment known as 3 Clubs, located at 1123 Vine  
22 Street, Los Angeles, California 90038.

23 7. Musical compositions were and are publicly performed at 3 Clubs.

24 8. On information and belief, defendant Marc Smith ("Smith") is an  
25 individual who resides and/or does business in this district.

26  
27  
28 \* All references to "columns" herein refer to the numbered columns set forth in SCHEDULE A.

1       9. On information and belief, defendant Matthew Webb (“Webb” and,  
2 together with TCI and Smith, the “Defendants”) is an individual who resides and/or  
3 does business in this district.

4       10. At all times hereinafter mentioned, Smith and Webb were, and still are,  
5 officers, and/or owners of TCI.

6       11. At all times hereinafter mentioned, Smith and Webb were, and still are,  
7 responsible for the control, management, operation and maintenance of the affairs of  
8 TCI.

9       12. At all times hereinafter mentioned, Defendants had, and still have, the  
10 right and ability to supervise and control the activities that take place at 3 Clubs,  
11 including the right and ability to supervise and control the public performance of  
12 musical compositions at 3 Clubs.

13       13. Each Defendant derives a direct financial benefit from the public  
14 performance of musical compositions at 3 Clubs.

15       **FACTS SPECIFIC TO DEFENDANTS' INFRINGEMENT OF**  
16       **PLAINTIFFS' COPYRIGHTED MUSICAL COMPOSITIONS**

17       14. The Plaintiffs are all members of the American Society of Composers,  
18 Authors, and Publishers (“ASCAP”), a membership association that represents,  
19 licenses, and protects the public performance rights of its more than 1 million  
20 songwriter, composer, and music publisher members.

21       15. Each ASCAP member grants to ASCAP a non-exclusive right to license  
22 the performing rights in that member’s copyrighted musical compositions. On behalf  
23 of its members, ASCAP licenses public performances of its members’ musical works,  
24 collects license fees associated with those performances, and distributes royalties to its  
25 members, less ASCAP’s operating expenses.

26       16. In undertaking the conduct complained of in this action, Defendants  
27 knowingly and intentionally violated Plaintiffs’ rights. Defendants’ knowledge and  
28 intent are established by at least the following facts.

1 (a) Defendants entered into a license agreement with ASCAP, effective  
2 April 1, 2010.

3 (b) Defendants failed to pay the license fees required by the license  
4 agreement.

5 (c) Because of Defendants' failure to pay license fees due, on May 14,  
6 2016, upon written notice, ASCAP terminated the ASCAP license for 3 Clubs.

7 17. On numerous occasions since May 14, 2016, ASCAP has attempted to  
8 contact the Defendants, or their representatives, agents, or employees, to offer a new  
9 ASCAP license to TCI for 3 Clubs. ASCAP's representatives have contacted, or  
10 attempted to contact, Defendants via mail, electronic mail, and phone.

11 18. Defendants have refused all of ASCAP's offers of a new license for 3  
12 Clubs.

13 19. As a result of the foregoing, 3 Clubs has been unlicensed by ASCAP since  
14 May 14, 2016.

15 20. ASCAP's various communications offering a new license for 3 Clubs  
16 gave Defendants notice that unauthorized performances of ASCAP's members'  
17 musical compositions at 3 Clubs constitute copyright infringement.

18 21. Notwithstanding the foregoing, Defendants have continued to present  
19 public performances of the copyrighted musical compositions of ASCAP members at  
20 3 Clubs, including the copyrighted works involved in this action, without permission,  
21 during the hours that the establishment is open to the public for business and presenting  
22 musical entertainment.

23 22. The original musical compositions listed in Column 3 were created and  
24 written by the persons named in Column 4.

25 23. The original musical compositions listed in Column 3 were published on  
26 the date stated in Column 5, and since the date of publication have been printed and  
27 published in strict conformity with Title 17 of the United States Code.

1       24. The Plaintiffs named in each cause of action, including their predecessors  
2 in interest, if any, complied in all respects with Title 17 of the United States Code,  
3 secured the exclusive rights and privileges in and to the copyright of each composition  
4 listed in Column 3, and received from the Register of Copyrights a Certificate of Regis-  
5 tration, identified as set forth in Column 6.

6       25. The composition named in cause of action 2 is now in the renewal term of  
7 copyright, secured by due filing of an application for renewal of copyright in the office  
8 of the Register of Copyrights. The Register of Copyrights thereupon issued a  
9 Certificate of Registration of the claim of the renewal of copyright in the name of that  
10 claimant listed in Column 7. The date and identification number of the renewal  
11 certificate are set forth in Column 8.

12       26. Defendants on the dates specified in Column 9, and upon information and  
13 belief, at other times prior and subsequent thereto, infringed the copyright in each com-  
14 position named in Column 3 by giving public performances of the compositions at 3  
15 Clubs, for the entertainment and amusement of the patrons attending said premises, and  
16 Defendants threaten to continue such infringing performances.

17       27. The public performances on Defendants' premises of the Plaintiffs'  
18 copyrighted musical compositions on the dates specified in Column 9 were  
19 unauthorized: neither Defendants, nor any of the Defendants' agents, servants or  
20 employees, nor any performer, was licensed by, or otherwise received permission from  
21 any Plaintiff, or any agent, servant, or employee of any Plaintiff, to give such  
22 performances.

23       28. In undertaking the conduct complained of in this action, Defendants  
24 knowingly and intentionally violated Plaintiffs' rights.

25       29. The many unauthorized performances at 3 Clubs include the performances  
26 of the three copyrighted musical compositions upon which this action is based.

1       30. At the times of the acts of infringement complained of, the Plaintiff named  
2 in each cause of action was the owner of the copyright in the composition therein  
3 named.

4       31. The said wrongful acts of the Defendants have caused and are causing  
5 great injury to the Plaintiffs, which damage cannot be accurately computed, and unless  
6 this Court restrains the Defendants from the further commission of said acts, said Plain-  
7 tiffs will suffer irreparable injury, for all of which the said Plaintiffs are without any  
8 adequate remedy at law.

9                   WHEREFORE, Plaintiffs pray:

10           I. That Defendants and all persons acting under the direction, control,  
11 permission or authority of Defendants be enjoined and restrained permanently from  
12 publicly performing the aforementioned compositions, or any work in the ASCAP  
13 repertory, and from causing or permitting the said compositions, or any work in the  
14 ASCAP repertory, to be publicly performed at the 3 Clubs, or at any place owned,  
15 controlled, managed, or operated by Defendants, and from aiding or abetting the  
16 public performance of such compositions in any such place or otherwise.

17           II. That Defendants be decreed to pay such statutory damages as to the  
18 Court shall appear just, as specified in 17 U.S.C. § 504(c)(1), namely, not more than  
19 Thirty Thousand Dollars (\$30,000) nor less than Seven Hundred and Fifty Dollars  
20 (\$750) in each cause of action herein.

21           III. That Defendants be decreed to pay the costs of this action and that a  
22 reasonable attorney's fee be allowed as part of the costs.

23           IV. For such other and further relief as may be just and equitable.

1 Dated: June 23, 2025

ARNOLD & PORTER KAYE SCHOLER  
2 LLP  
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# SCHEDULE A

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**Schedule A**

Columns

1 Cause of Action	2 Plaintiff(s)	3 Musical Composition	4 Writer(s)	5 Date of Publication or Registration	6 Certificate of Registration Number	7 Renewal Claimant	8 Renewal Certificate Date and Number	9 Date of Known Infringement
1.	RODSONGS	ROCK WITH YOU	Rodney L. Temperton	August 6, 1979	PA 47-557			April 7, 2025
2.	W. CHAPPELL MUSIC CORP. d/b/a WC MUSIC CORP.	AT LAST	Harry Warren  Mack Gordon	July 2, 1942	E Pub. 105826	Twentieth Century Music Corporation (Proprietor of copyright in a work for hire)	R 464802 July 2, 1969	April 6, 2025
3.	W CHAPPELL MUSIC CORP. d/b/a WC MUSIC CORP.	CREEP	Colin C. Greenwood  Jonathan R.G. Greenwood  Albert L. Hammond  Michael E. Hazlewood  Edward J. O'Brien  Philip J. Selway  Thomas E. Yorke	August 6, 1993	PA 739-812			April 6, 2025